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Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

GAMING ENTERTAINMENT TOUCH
TECH,

Plaintiff,

v.

OHIO CASUALTY INSURANCE
COMPANY, OHIO SECURITY INSURANCE
COMPANY, and LIBERTY MUTUAL
INSURANCE COMPANY,

Defendants.

Case No. 2:20-cv-00908-JCM-EJY

**STIPULATION AND ORDER TO
DISMISS OHIO CASUALTY
INSURANCE COMPANY AND
LIBERTY MUTUAL INSURANCE
COMPANY; TO WITHDRAW THE
PENDING MOTION TO DISMISS (ECF
No. 7); TO WAIVE SERVICE ON
BEHALF OF OHIO SECURITY
INSURANCE COMPANY; TO
PERMIT PLAINTIFF FOR FILE A
SECOND AMENDED COMPLAINT;
AND TO ALLOW 60 DAYS FOR OHIO
SECURITY INSURANCE COMPANY
TO RESPOND TO THE SECOND
AMENDED COMPLAINT**

(First Request)

1 Plaintiff Gaming Entertainment Touch Tech (“Plaintiff”) and Defendants Ohio Casualty
2 Insurance Company, Ohio Security Insurance Company and Liberty Mutual Insurance Company
3 (collectively, “Defendants”) (Plaintiff and Defendants together referred to as “Parties”), by and
4 through their respective counsel, stipulate and agree as follows:

5 **RECITALS**

6 1. WHEREAS, on May 20, 2020, Plaintiff initiated this action. (*See* ECF No. 1).

7 2. WHEREAS, on May 22, 2020, the Plaintiff filed a First Amended Complaint
8 (“FAC”). (*See* ECF No. 6).

9 3. WHEREAS, on August 21, 2020, Defendants filed a Motion to Dismiss for failure
10 to serve the FAC and case initiation documents. (*See* ECF No. 7).

11 4. WHEREAS, on September 14, 2020, Plaintiff filed an Affidavit of Service. (*See*
12 ECF Doc. 12) and Defendants contest proper service was effectuated.

13 5. WHEREAS, the Parties have conferred and agreed that Defendants will withdraw
14 their Motion to Dismiss (ECF No. 7).

15 6. WHEREAS, the Parties further agree that Plaintiff will file a Notice Of Dismissal
16 pursuant to FRCP 41(a)(1)(A)(i) of two of the named Defendants: Ohio Casualty Insurance
17 Company and Liberty Mutual Insurance Company.

18 7. WHEREAS, the Parties agree that Plaintiff will file a Second Amended Complaint
19 within 10 days of the date of the Court’s approval of this Stipulation.

20 8. WHEREAS, the Parties further agree that Defendant Ohio Casualty Insurance
21 Company will waive service of the Second Amended Complaint pursuant to FRCP 4(d).

22 9. WHEREAS, the Parties further agree that Defendant Ohio Security Insurance
23 Company will have 60 days from the date of the filing of the Second Amended Complaint to file
24 a response pursuant to FRCP 4(d)(3).

25 10. WHEREAS, this is the Parties’ first request for any extension of time.

26 **STIPULATION**

27 THEREFORE, based on the foregoing Recitals, and subject to the Court’s approval, the
28 Parties stipulate and agree as follows:

1. Defendants hereby withdraw their Motion to Dismiss (ECF No. 7).

2. Plaintiff will file a Notice Of Dismissal pursuant to FRCP 41(a)(1)(A)(i) of two of the named Defendants: Ohio Casualty Insurance Company and Liberty Mutual Insurance Company.

3. Plaintiff will file a Second Amended Complaint within 10 days of the date of the Court's approval of this Stipulation.

4. Defendant Ohio Security Insurance Company will waive service of the Second Amended Complaint pursuant to FRCP 4(d).

5. The deadline for Defendant Ohio Security Insurance Company to file a response to the Second Amended Complaint shall be 60 days, pursuant to FRCP 4(d)(3), to commence on the date that Plaintiff files the Second Amended Complaint.

Dated: September 22, 2020

Dated: September 22, 2020

KEMP JONES, LLP

FORAN GLENNON PALANDECH
PONZI & RUDLOFF PC

By: /s/ Will Kemp
Will Kemp, Esq.

By: /s/ Lee H. Gorlin
Amy M. Samberg, Esq.
Lee H. Gorlin, Esq.

GOLOMB & HONIK, P.C.
Kenneth J. Grunfeld, Esq.

ROBINS KAPLAN LLP
Melissa M. D'Alelio, Esq.
Lauren J. Coppola, Esq.

Attorneys for Plaintiff

Attorneys for Defendants

IT IS SO ORDERED.

Date: September 25, 2020.


UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing **STIPULATION AND ORDER TO DISMISS OHIO CASUALTY INSURANCE COMPANY AND LIBERTY MUTUAL INSURANCE COMPANY; TO WITHDRAW THE PENDING MOTION TO DISMISS (ECF No. 7); TO WAIVE SERVICE ON BEHALF OF OHIO SECURITY INSURANCE COMPANY; TO PERMIT PLAINTIFF FOR FILE A SECOND AMENDED COMPLAINT; AND TO ALLOW 60 DAYS FOR OHIO SECURITY INSURANCE COMPANY TO RESPOND TO THE SECOND AMENDED COMPLAINT (First Request)** was served by submitting the same to the above-entitled Court for electronic service upon the Court's Service List for the above-referenced case.

Dated: September 22, 2020.

/s/ Jennifer Parsons
An Employee of Foran Glennon